

Mitchell Co. Memorial Hospital PPME #2003 (Patient Care) 7/1/2005 6/30/2007

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MITCHELL COUNTY REGIONAL HEALTH CENTER

AND

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL UNION #2003**

2005-2007

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AGREEMENT

This Agreement is between the Mitchell County Regional Health Center ("PHO") and Public, Professional and Maintenance Employees Local Union #2003 ("Union").

ARTICLE 1

RECOGNITION

1.01 The PHO recognizes the Union as the exclusive collecting bargaining agent for:

Included: All regular full-time and regular part-time employees of the PHO classified as licensed practical nurse, nurse aide, operating room technician, laboratory technician, X-ray technician, medical records RHIT and medical records transcriptionist, dietary worker, housekeeper, laundry and linen, receptionist, insurance clerk, physical therapy assistant, secretarial, janitor and maintenance assistant.

Excluded: Managers and supervisors, confidential employees, registered nurses, other professional employees, non-staff ambulance drivers, temporary, PRN and on-call employees, as certified by the Public Employment Relations Board in Case No. 4224.

1.02 The PHO and the Union recognize the right of any employee to become a member of the Union or to refuse to join the Union. Neither party will discourage, discriminate against, or in any way interfere with the right of any employee to join or refrain from becoming and/or remaining a member of the Union.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 The PHO shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the PHO.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of PHO operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the PHO's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the PHO.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the PHO by law.

ARTICLE 3

DEFINITIONS

- 3.01 Regular Full-time Employee - Any employee in the bargaining unit who is regularly scheduled by the PHO to work forty (40) hours per week.
- 3.02 Regular Part-time Employee - Any employee in the bargaining unit who is regularly scheduled to work at least eight (8) hours per week or sixteen (16) hours per pay period.
- 3.03 Temporary Employee - An employee employed for a period of four (4) months or less. Temporary employees are not covered by the terms of this Agreement.
- 3.04 PRN - Employees who are scheduled to work by the PHO on a casual, temporary, or call in basis. PRN employees are not covered by the terms of this Agreement.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY

- 4.01 All employment decisions including recruitment, hiring and filling of vacancies in all job classifications will be conducted without regard to race, color, religion, national origin, age, disability, or sex. All policies will comply with federal, state and local laws and regulations.

ARTICLE 5

DUES DEDUCTION

- 5.01 The PHO agrees to deduct Union dues from the pay of any employee who executes an authorization form to be agreed upon by the Union and the PHO. Dues shall be deducted in monthly installments and authorizations once filed with the PHO shall continue in effect until terminated by the employee giving at least thirty (30) days written notice of such revocation to the PHO. The amounts deducted shall be certified by the PHO to the Union's Treasurer, along with a list of employees and addresses, with their pay rates and job classifications, for whom deductions have been made.
- 5.02 The Union agrees to hold the PHO harmless from any liability incurred by the deduction of Union dues from the wages of any employee in the bargaining unit as provided in this Article.

ARTICLE 6

VISITATION AND STEWARD

- 6.01 Representatives of the Union may visit the PHO's facilities for the purpose of discussing grievances and other Union business with employees, provided notification

has been given to the Administrator and/or Department Leader, and does not interfere with PHO operations and continuity of patient care.

- 6.02 The Union shall notify the PHO of the names of any Union Stewards. The PHO will allow the Stewards access to information relevant for contract negotiations and/or grievances. If time is required for investigations of grievances, there will be no interference with PHO operations and continuity of patient care.

ARTICLE 7

SENIORITY

- 7.01 Seniority is defined as the length of time an employee has been continuously employed from the last date of hire by the PHO. Seniority, or length of employment, for all full-time and part-time employees shall be based on 2,080 hours of work for each year of seniority granted (2080 accumulated hours equals 1 year).
- 7.02 Seniority shall continue to accrue during an employee's attendance at continuing education workshops, illness, disability as described in Section 15.02, vacations, holidays, all paid leaves of absence less than thirty (30) days, and cut backs.
- 7.03 During a leave of absence of more than thirty (30) days or during layoffs, an employee's seniority shall not accumulate, but shall be retained.
- 7.04 An employee's seniority shall be broken for the following reasons:
- a. Discharge for just cause, quit, resignation, or retirement.
 - b. Continued absence following the expiration of an approved leave of absence or emergency extension thereof granted by the PHO.
 - c. Absence of two (2) scheduled work days without notifying the PHO during the absence, unless the employee provides reasons acceptable to the PHO for such absence and inability to call.
 - d. Failure to be recalled within one (1) year of a layoff or failure to return to work within fourteen (14) calendar days after notification of recall from layoff by the PHO. Such notice shall be by registered mail to the last address furnished to the PHO by the employee.
- 7.05 Employees will be laid off within the job classifications listed in Section 1.01 of this Agreement. Layoffs shall be by seniority order within classifications, with the least senior employee(s) laid off first, provided that the remaining employee(s) within the classification are qualified to perform the work available. Employees who would otherwise be laid off may displace junior employees in another classification, provided the senior employee(s) is qualified to perform the work available. Recalls from layoffs shall be in reverse order of layoff.
- 7.06 Whenever a permanent bargaining unit job is vacant and the PHO decides to fill it, employees in the bargaining unit, including employees on layoff and eligible for recall, may apply for the position. All such vacancies shall be posted on appropriate

employee bulletin boards for seven (7) days. Such postings shall list the job classification, department, qualifications, pay rate, shift, FTE and the date the job is expected to be filled. During the seven (7) day period, employees who wish to apply may submit written applications to the Human Resources Department. The vacancy will be filled by the applicant who is the best qualified. When two (2) or more applicants have relatively equal qualifications, the most senior applicant shall be selected. If there are no applicants, or no applicant is qualified, the PHO may hire a new employee. The employee selected to fill a vacancy shall be granted a seven (7) calendar day trial period. For employees choosing not to continue in the new job classification, or not successfully completing their trial period, the employee will return to their previous position without any loss of seniority or benefits.

- 7.07 The PHO will, on a semi-annual basis, furnish the Union with a current seniority list covering all bargaining unit employees.
- 7.08 The first three (3) months of employment for full-time employees and the first six (6) months of employment for part-time employees shall be the probationary period. The PHO retains the right to terminate probationary employees without notice or cause or pay in lieu of notice, and such termination shall not be subject to the provisions of Article 24 (Grievance and Arbitration). Probationary employees are eligible for holiday pay during the probationary period, but all benefits will accrue from the date of hire upon successful completion of the orientation/probationary period. Employees may then have the option to use their accrued sick or personal time.

ARTICLE 8

VOLUNTARY TERMINATION OF EMPLOYMENT

- 8.01 An employee shall give the PHO two (2) weeks written notice for termination of her/his employment except in cases of emergency when this is not possible.
- 8.02 Termination benefits for employees voluntarily terminating will consist of a cash payment to be paid to the employee on her/his last paycheck for any earned vacation and holiday time. Termination cash benefits of earned and accrued vacation and holiday time will be paid if the first year of service has been completed and a notice of termination complying with Section 8.01 has been given except in cases of emergency when such notification is impossible.
- 8.03 In the event of termination for just cause the employee shall forfeit all accrued benefits.

ARTICLE 9

HOURS OF WORK AND OVERTIME

- 9.01 The purpose of this Article is to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The normal day shift shall be 7:45 a.m. to 4:15 p.m., the normal evening shift shall be 3:45

p.m. to 12:15 a.m., and the normal night shift shall be 11:45 p.m. to 8:15 a.m., except for positions that require a different schedule. The determination of the daily and weekly work schedules shall be made by the PHO.

- 9.02 The normal work week shall be seven (7) consecutive days of five (5) work days plus two (2) days off or four (4) work days plus three (3) days off. The PHO's work week shall begin on Monday at 0001 hours and end on Sunday at 2400 hours. The PHO's work day shall begin at 0001 hours and end at 2400 hours.
- 9.03 Except for Hospital LPNs, nursing assistants, ward clerks, dietary employees, X-ray Techs, MLT and ASCP Techs, all employees covered by this agreement shall be on a 40-hour workweek for purposes of calculating overtime. The normal work day shall be eight (8) or ten (10) hours inclusive of unpaid mealtime and the normal work week shall consist of forty (40) hours of five (5), eight (8) hour days, or four (4), ten (10) hours days. If Hospital LPNs, nursing assistants, X-ray techs, MLT or ASCP techs, ward clerks or dietary employees are required to work more than eighty (80) hours in any two (2) week period or to work more than eight (8) hours in any work day, the employee shall be paid for those hours worked at the rate of one and one-half (1 1/2) times the usual hourly wage and be paid appropriate differentials.
- 9.04 All employees shall have a thirty (30) minute unpaid mealtime for each eight (8) or ten (10) hour shift.
- 9.05 Regular work schedules and regular scheduled days off will be made available at least ten (10) days in advance. If an employee's scheduled work days or days off are unacceptable, it will be the employee's responsibility to find his/her own substitute, acceptable to his/her Department Leader, prior to the substitute shift except for approved leaves.
- 9.06 An employee shall not be routinely scheduled to report for work unless she/he has been off duty for at least thirteen and one-half (13 ½) hours since completing the last scheduled eight (8) or ten (10) hour shift, except in case of necessity to insure continuous patient care and then only with the consent of the employee affected. A waiver of the requirements of this section, signed by the employee and his/her Department Leader shall remain in effect until revoked by the employee prior to the issuance of a new schedule.
- 9.07 There shall be no split shift unless mutually agreeable to both the employee and the PHO. Employees will not be required to work all three (3) shifts within a seven (7) day period unless mutually agreeable to the employee and the Department Leader. A waiver of the requirements of this section, signed by the employee and his/her Department Leader shall remain in effect until revoked by the employee prior to the issuance of a new schedule.
- 9.08 Each employee shall receive a minimum of four (4) days off in each biweekly pay period. Days off shall be scheduled to provide every other weekend off (two (2) consecutive days, p.m.s, or nights), provided, however, in order to maintain adequate staffing, the PHO reserves the right to assign employees when necessary to a second

consecutive weekend, attempting to assure two (2) weekends off in four (4). Weekend hours are defined as all hours of work which fall between the hours of 0001 on Saturday and 2400 on Sunday. Some employees are regularly scheduled to work two of four weekends (scheduled weekends). If the employee works in excess of his/her regularly scheduled hours on such scheduled weekends, they shall not be paid pursuant to this Section 9.08 but rather shall receive overtime pursuant to Section 9.03. If an employee is required to work extra weekend hours other than on his/her scheduled weekend, (over the two (2) of four (4) weekends) he/she shall receive an additional Two Dollars and Fifty Cents (\$2.50) per hour. This provision shall not apply to employees working the Friday evening shift (3:45 p.m. - 12:15 a.m.) who work after 12:15 a.m. to finish work from the p.m. shift. If an employee chooses to work extra weekend hours they shall not receive pay under this Section. A waiver of the requirements of this section, signed by the employee and his/her Department Leader, shall remain in effect until revoked by the employee prior to the issuance of a new schedule.

- 9.09 One paid fifteen (15) minute rest period shall be provided each employee during each four (4) hour period of work time, if possible.
- 9.10 Full and regular part-time employees shall be paid their hourly rate of pay, exclusive of shift differential, for their attendance at scheduled meetings. Mandatory scheduled meetings and/or mandatory inservice meetings shall be regarded as hours worked and will be posted for a minimum of seven (7) days in advance, except in the case of an emergency.
- 9.11 All earned, accrued, and accumulated vacation time will remain in effect and on the employee's record when an employee reduces his/her hours from full-time to part-time.
- 9.12 All paid vacations, funeral leave, jury duty leave, holidays, and sick leave under Section 15.01 shall count as time worked for purposes of computing overtime.

ARTICLE 10

WAGES AND SALARIES

- 10.01 Employees covered by this Agreement shall receive the wage rates appropriate to their job classifications and seniority in accordance with the schedule in Exhibit "A." Wage credit under this Agreement for newly hired employees may be calculated as sixty percent (60%) of each 2,080 hours acute hospital experience. Health care related experience other than in an acute hospital may be calculated at thirty-five percent (35%) of each 2,080 hours. Such hours justification for wage credit shall be the responsibility of the employee to furnish verified information which is satisfactory to the PHO. Wage credit shall not exceed placement on Exhibit "A" greater than the two (2) year level for classifications A through D.

- 10.02 An employee working any scheduled shift the majority of which falls between 3:45 p.m. to 12:15 a.m. shall be paid an additional sixty-five cents (65¢) per hour shift differential. An employee working any scheduled shift the majority of which falls between 11:45 p.m. to 8:15 a.m. shall be paid an additional eighty-five cents (85¢) per hour shift differential. Employees working overtime shall receive the shift differential for their scheduled shift just completed. Differentials shall not be included in an employee's base salary. If the PHO requires that the employee works all three (3) shifts (day, evening and night) in any given calendar week, the PHO shall pay the employee an additional sixty-three cents (63¢) per hour for the third shift worked (at a maximum of eight (8) hours per week).
- 10.03 An LPN who is assigned to accompany patient(s) in the ambulance (excluding regular ambulance staff) shall be paid an additional one dollar (\$1.00) per hour plus the differentials if applicable. The differential shall not be included in the base salary schedule.
- 10.04 Employees who work from 3:45 p.m. on December 24 to 12:15 a.m. on December 25 shall be paid at the rate of one and one-half times (1 1/2) their regular straight time rate of pay, exclusive of differential(s).
- 10.05 An employee's pay under more than one provision of this Agreement for the same hours worked shall not be pyramided, except as provided in Sections 10.02 and 10.03, and 10.04.
- 10.06 If the PHO determines that a new position is to be created it will negotiate the placement on Exhibit A with the union.
- 10.07 Employees required to work weekend hours as defined in Section 9.08 shall receive a weekend differential of twenty-five cents (\$.25) per hour.

ARTICLE 11

ON CALL AND CALL BACK

- 11.01 An employee on-call shall be paid at a rate of one dollar and twenty-five cents (\$1.25) per hour. This on-call rate shall not be included in any overtime calculation, nor shall it be paid when the employee is receiving hourly pay for being called back.
- 11.02 If an employee is called back to the PHO to work during her/his normal scheduled work period, she/he shall be paid at the regular straight time rate. Employees called back to the PHO other than during her/his normal scheduled work period shall be paid at the rate of one and one-half (1 1/2) times the regular rate for the time actually worked.
- 11.03 If an employee on an eight and eighty schedule is called back to the PHO to work in excess of her/his standard eight (8) hour day or eighty (80) hour work period, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular rate for the time actually worked over eight (8) hours and/or eighty (80) hours. Employee on a

forty hour workweek shall be paid at the rate of one and one-half (1 1/2) times the regular rate for time actually worked over forty (40) hours per workweek. A minimum of one hour shall be paid for each time an employee is called back in to work.

- 11.04 On call time for weekends and holidays shall be distributed as equitably as practicable between full-time and part-time employees.

ARTICLE 12

VACATIONS

- 12.01 All full-time employees shall earn vacations with pay based on their regular rate of pay, excluding shift differential, in accordance with the following schedule:

10 paid days after one year of service (2,080 hours)
15 paid days after five years of service (10,400 hours)
20 paid days after ten years of service (20,800 hours)
22 paid days after twenty-five years of service (52,000 hours)

- 12.02 All regular part-time employees shall earn vacations with pay based on their regular hourly rate of pay, excluding all differential(s), in accordance with full-time vacation benefits on a prorata basis based on part-time hours worked. Part-time employees are eligible to take their prorata earned vacation hours of the first year's benefits after their completion of 1040 hours of part-time work.
- 12.03 Each week of vacation for full-time employees shall be equal to forty (40) hours of pay and they shall be entitled to remain away from work for seven (7) days per week of vacation.
- 12.04 Full-time employees are eligible to take five (5) vacation days of the first year's benefits after completing six (6) months of employment. Employees with less than six (6) months of employment shall not be entitled to vacation benefits. Vacations will not be scheduled between December 20 and January 5, unless approved by the Department Leader. Such decisions shall not be subject to the provisions of Article 24.
- 12.05 Eligibility for vacation will be determined by the employee's most recent date of employment. Vacation benefits must be earned before they can be taken.
- 12.06 Vacations are intended for rest and relaxation and must be taken; however, at the convenience of the PHO. It may be mutually agreed between the employee and the PHO that a portion or all of the vacation may be paid for and not taken by the employee. Employees may request to convert a maximum of one-half (1/2) of their earned and accrued annual vacation allowance with a maximum of forty (40) hours per year to cash at their current hourly rate of pay. Employees will be allowed to cash out vacation three (3) times per year. Requests must be submitted in writing by April 1, August 1, and December 1 of each calendar year. Following requests, eligible employees will receive a separate check in the pay period closest to the 15th of the

month for which the request was made, provided the hours are available. Employees may not cash out vacation time if it would deplete his/her bank below two (2) weeks of vacation. When an employee takes vacation cash instead of time off, that time will not count as time worked for the purpose of computing overtime. Vacation time may be banked to a maximum of two (2) years of the employee's annual allocation. Any balance over the maximum allocation shall be forfeited, unless authorized by the PHO. An employee terminating her/his employment shall be entitled to be paid for any vacation earned unless employment with the PHO is terminated by resignation without proper notice or for dismissal for just cause.

- 12.07 The amount of vacation pay to which an employee is entitled will be based on his/her regular straight time hourly rate, excluding all differentials, in effect at the time vacation is taken.
- 12.08 Holiday time must be taken within thirty (30) days of prior or thirty (30) days after a Holiday.
- 12.09 The PHO reserves the right to schedule vacations in order to assure proper and adequate patient care. Vacation time of two (2) weeks or more must be requested sixty (60) days prior to the starting date of vacation. Vacations requested less than sixty (60) days in advance may or may not be granted. An employee having to change his/her vacation schedule must make her/his request known to her/his Department Leader at least (30) days prior to her/his scheduled vacation. If the PHO must change the employee's scheduled vacation for operational reasons, the PHO shall notify the employee at least thirty (30) days in advance of the scheduled vacation.

ARTICLE 13

HOLIDAYS

- 13.01 All full-time employees covered by this Agreement will be granted six (6) holidays with pay (January 1st, Memorial Day (last Monday of May), July 4th, Labor Day (first Monday of September), Thanksgiving Day, December 25th) and three (3) personal days. Holiday pay shall be defined as eight (8) hours of pay at the employee's regular straight time rate of pay, exclusive of differential(s).
- 13.02 All full-time employees who do not work on one of the six (6) recognized holidays, whether or not it is his/her scheduled day off, shall be paid the holiday pay.
- 13.03 A full-time employee who works on one of the six (6) recognized paid holidays, shall receive the holiday pay plus one and one-half times (1 1/2) the regular straight time pay plus appropriate differential(s) for his/her hours worked. In lieu of the holiday pay the employee may choose to take an alternate day off with pay. Alternate days off and personal days off shall be mutually agreed upon between the employee and the PHO. Alternate days off must be taken within thirty (30) days of the Holiday.
- 13.04 Part-time employees who work on any of the six (6) recognized holidays will be paid at the rate of one and one-half times their regular straight time rate of pay for all hours

worked on said holidays. Part-time employees shall receive holiday pay in an amount equal to their regular rate of pay multiplied by their FTE status. Payment shall be made on the payroll in which the holiday falls.

- 13.05 Part-time employees shall earn .0115 paid personal day hours for each hour of completed work per year. Each hour of personal day pay shall be equal to the regular hourly rate of pay excluding shift differential. A personal day may be requested and granted when a part-time employee has accumulated eight (8) hours of earned personal day hours. Personal days must be used within the fiscal year in which they are accumulated.
- 13.06 To be entitled to holiday pay or time off in lieu of the holiday, an employee must be on active payroll during the week in which the holiday falls and have worked his/her last complete scheduled shift prior to and her/his next complete scheduled shift following the holiday unless his/her absence is authorized by the PHO.
- 13.07 If an employee who has been scheduled to work on a holiday fails to report to work he/she shall forfeit the holiday pay and the alternate day off unless his/her absence is excused or authorized by the PHO.
- 13.08 In order to promote equitable distribution of holidays, all employees scheduled to work Christmas Day one year shall have first preference for Christmas Day off the following year.
- 13.09 The PHO has the right to require any employee to work the day of the holiday in order to meet its scheduling requirements. However, an attempt will be made to grant one-half (1/2) of the holidays off, even if this requires changing routine schedules.

ARTICLE 14

LEAVES OF ABSENCE

- 14.01 All requests for leaves of absence shall be submitted in writing to the Department Leader as far in advance as possible. All leaves of absences authorized by this Agreement shall not reduce any employee's seniority so far as that seniority effects regular pay, vacation, and any other benefits provided by this Agreement. Seniority shall continue to accrue during leaves of absence of less than thirty (30) days. The employee shall upon request receive a copy of the approved leave of absence.
- 14.02 **MATERNITY LEAVE:** Pregnancy assumes a period of medically certified disability. An employee shall receive a leave of absence for the period of medically certified disability. An unpaid leave of absence due to pregnancy may be granted when an employee is no longer disabled due to the pregnancy or complication(s), but desires additional leave, or when an employee, who is disabled due to pregnancy or complication(s), has exhausted all permissible paid sick leave, or wishes to commence leave before due date of pregnancy disability. Such unpaid leave may be granted providing the employee has at least nine (9) months of continuous employment. Such

unpaid leave will be granted only at the convenience and discretion of the PHO. During this period of pregnancy disability the employee shall receive paid benefits applicable (i.e., sick leave, disability income). The combination of paid and unpaid applicable benefits may not exceed six (6) months of continuous leave.

- 14.03 FUNERAL LEAVE: An excused absence with pay shall be granted for a death in an employee's immediate family. The immediate family is defined as the employee's spouse, child, brother, sister, parents, parents of spouse, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and any dependent domiciled in the employee's home. Such excused absence shall not exceed three (3) consecutive working days of which one of these days must be the day of the funeral. One (1) working day's leave with pay shall be granted for the funeral of a grandparent of the employee's spouse. Pay shall be at the employee's straight time rate excluding differentials. If the employee is notified of a death in the immediate family while at work, she/he shall be excused from further work on that day. Such excused time shall be compensated, and shall not be deducted from general leave time. In the event that additional time off is required by the employee as a result of a death in the family, the employee may request a miscellaneous leave of absence for an extension of funeral leave.
- 14.04 MISCELLANEOUS LEAVE OF ABSENCE: Leaves of absence without pay may be granted for other purposes providing the employee has at least twelve (12) months of continuous employment. Such leave will be granted only at the convenience and discretion of the PHO and shall not be subject to provisions of Article 24 (Grievance and Arbitration).
- 14.05 JURY DUTY: An employee serving on a jury shall be reimbursed for the difference between the amount paid for such service and her/his compensation for regularly worked hours necessarily lost because of such service. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked. Each employee shall present to the PHO satisfactory proof of her/his days of jury service and of the fees paid her/him. To be eligible for such jury duty pay hereafter said employee must report to work immediately upon release from jury duty if during her/his regular work shift or, if released outside her/his normal work day, must report for work on her/his next scheduled workday following completion of her/his jury service.
- 14.06 An employee may not perform other employment during a leave of absence without written authorization from the PHO Administrator. The employee may be terminated for such unauthorized employment, for failure to return to employment at the expiration of the leave of absence or for falsification of reasons to justify the request for leave of absence.
- 14.07 UNION BUSINESS LEAVE: The PHO will grant the necessary time off, without pay or loss of benefits, to an employee designated by the Union to attend its annual convention, negotiation and grievance meetings and/or hearings, if such attendance does not interfere with maintaining adequate staffing, provided a forty-eight (48) hour

advance written notice, whenever possible, is given to the employee's Department Leader.

- 14.08 ADOPTION LEAVE: Employees covered by this Agreement will be granted up to twelve (12) weeks adoption leave for reasons associated with or necessitated by the adoption of a child. Accumulated personal days, holidays, and vacation may be used for adoption leave and will result in continuation of pay and benefits. The balance of the adoption leave will be without pay. This section shall not be subject to provisions of Article 24 (Grievance and Arbitration).

ARTICLE 15

SICK LEAVE

- 15.01 A full-time employee will accumulate sick leave at the rate of one day of sick leave for each completed month of employment. Sick leave pay shall be based on the employee's hourly rate of pay, excluding all differential(s). Sick leave may be accumulated to a maximum of sixty (60) days. Accumulated sick leave days may be used effective with the first day of illness, shall be used only for sickness on regularly scheduled work days, and shall not be used to cover days or part days covered by the Disability Insurance Plan or Worker's Compensation.
- 15.02 After July 1, 1993, full-time employees will be eligible to receive a fifty-five dollar (\$55.00) gross pay wellness incentive. To earn the incentive, full-time employees must turn in twenty-six (26) original statements of earnings and deductions (pay check stubs), each showing that during that pay period the full-time employee had four hundred eighty (480) hours accumulated sick leave hours.
- 15.03 All full-time employees shall be covered by the PHO's disability income plan for any medically certified illness or accident, not to exceed twenty-six (26) weeks. The PHO's disability income plan or an equivalent disability income plan shall be effective after the first seven (7) consecutive days of any covered illness or accident, which shall include disabilities due to pregnancy or complications. Full-time employees must have completed three (3) months of employment to be eligible for the disability plan.
- 15.04 Part-time employees shall earn .046 paid sick leave hours for each hour of completed work per year. Each hour of sick leave pay shall be equal to the employee's regular hourly rate of pay excluding shift differential. Part-time employees shall be allowed to accumulate up to sixty (60) sick leave days or four hundred eighty (480) hours of sick leave pay. Accumulated sick leave day or hours shall be used only for illness on regularly scheduled work days, and shall not be used to cover days or part days covered by Workers' Compensation.
- 15.05 The PHO reserves the right at its discretion to require medical certification for illness or accident. On the first day of absence due to illness or accident, an employee must receive such certification from his/her physician or the PHO's health officer. To receive disability benefits under Section 15.03, however, a full-time employee must

receive medical certification from his/her physician by the third day of absence. The PHO will pay up to \$20.00 to full-time employees for the physician's charge for the purpose of obtaining medical certification.

- 15.06 The employee must notify his/her immediate supervisor of absence from work due to illness or accident as far in advance as possible.
- 15.07 In the case of a foreseeable disability, such as disability due to elective surgery or pregnancy, the employee qualifying to use paid sick leave and/or the disability income plan for the period of the disability shall notify the Department Leader in writing as soon as possible after learning of the foreseeable disability, of the date of the projected commencement of the disability and the date of expected recovery.
- 15.08 In the case of pregnancy, the employee shall submit a written request for a Tentative Leave of Absence no later than the end of the sixth (6th) month of the pregnancy to the Department Leader. Such statement shall be accompanied by a doctor's statement confirming the projected period of disability. This statement may be used by the PHO to plan for necessary replacement and scheduling of personnel and does not commit the employee or the PHO to this period of leave. If the period of actual disability exceeds that projected, the employee shall provide the Department Leader with an additional doctor's statement confirming the continued disability. For a period of actual disability which is less than that initially projected, the PHO will only compensate the employee for the period of actual disability.

ARTICLE 16

DISABILITY INCOME AND HEALTH INSURANCE

- 16.01 **DISABILITY INCOME PLAN:** The PHO's existing or equivalent disability income benefit plan, which contains insurance protection for short term and extended illness and accidents, shall apply to full-time employees covered by this Agreement.
- 16.02 **HEALTH INSURANCE:** The PHO shall make available to all full-time employees a comprehensive hospitalization program equivalent to the Blue Cross Blue Shield Protector 500 with Alliance Select, including hospitalization, surgical, diagnostic (x-ray and laboratory) and chiropractic coverage, with the single premium rate to be paid in full by the PHO. The PHO will pay ten percent (10%) of the cost of family coverage over the cost of single coverage. Employees may pay the remaining 90% of additional cost of family coverage through payroll deduction.
- 16.03 The PHO shall make available to all employees who work at least twenty (20) hours per week (calculation based on eighty (80) hours for every four (4) weeks) two comprehensive hospitalization programs, including hospitalization, surgical, diagnostic (x-ray and laboratory) and chiropractic coverage, one of which shall be the equivalent of a Protector 500 plan. The plan shall be made available at a prorated single premium cost of the Protector 500 plan according to the employee's FTE status. Cutback hours will be considered hours worked for purposes of determining the eligibility of an employee to purchase insurance. The PHO will pay ten percent (10%)

of the cost for family coverage over the cost of single coverage. Employees may pay the balance of the coverage premium through payroll deduction.

- 16.04 The PHO shall make available to each eligible employee a description of the health insurance provided.
- 16.05 The PHO may change carriers of any insurance plan at any time provided that benefits shall not be reduced. The PHO will notify the Union before any change of carriers is made.
- 16.06 Employees on layoff or leaves of absence in excess of thirty (30) days must make arrangements with the PHO to prepay their insurance premiums.
- 16.07 Full-time employees who provide the PHO with evidence of coverage under another group health insurance plan may choose not to receive health insurance to which they would otherwise be entitled under this Agreement, and in exchange for opting out of coverage, such employees shall receive \$40.00 twice a month.

ARTICLE 17

EMPLOYEE HEALTH

- 17.01 Health examinations shall be required of all employees at least every four (4) years after the commencement of employment, and the employee shall receive this health examination at the PHO's expense which shall include at a minimum the health and tuberculosis status of the employee.
- 17.02 Within thirty days of an employee's birthday, the PHO will make available periodic health screening as outlined by the PHO. Such screening shall be at no cost to the employee if done by a MCRHC PHO physician or the PHO will pay up to twenty dollars (\$20) of the charge for the screening if done by the employee's physician of choice. Any cost for such screening shall be submitted to the applicable insurance provider. This periodic health screening shall be made available triennially to age thirty-five (35), biennially to age fifty-five (55), and annually thereafter.
- 17.03 At the time of the above stated periodic health screening and at the health screening physician's request, the PHO shall also provide a Papanicolaou test and mammogram provided the Papanicolaou test is submitted through the Mitchell County Regional Health Center Laboratory Department and the mammogram is done by the Mitchell County Regional Health Center Radiology Department.
- 17.04 Individual departments may require an employee who has a potential medical problem that would be aggravated by employment or employees returning from sick or extended medical leave, to have a physical examination by the designated PHO physician at the PHO's expense. The employee is entitled to a report of this examination. The PHO may also require any other health screening required by law.

ARTICLE 18

PHO SERVICES

- 18.01 Upon hire, the PHO shall provide each employee a copy of the personnel policy as approved by the Board of Trustees at that time. Prior to the effective date of policy amendments, such amendments will be distributed to employees and copies will be provided to the Union.

ARTICLE 19

DISCIPLINE AND DISCHARGE

- 19.01 Any non-probationary employee discipline shall be subject to the grievance procedure.

ARTICLE 20

ORIENTATION

- 20.01 The PHO agrees that each new employee will receive a paid comprehensive orientation program structured to consider the PHO's and employee's needs. The content of the orientation program will be determined by the Department Leader.
- 20.02 Each employee shall receive an appropriate orientation as determined by the Department Leader to an area, which he/she has not been regularly assigned and which will not be a temporary assignment.

ARTICLE 21

INSERVICE EDUCATION

- 21.01 A viable PHO Inservice Education program stimulates knowledge, performance and morale. An Inservice Education program shall be maintained by the PHO. The contents of the program shall not be subject to the provisions of Article 24 (Grievance and Arbitration).
- 21.02 Inservice Education programs shall be provided for all full and part-time employees and shall be made available to all shifts when possible with programs posted as far in advance as possible.
- 21.03 The PHO reserves the right to schedule inservice education programs and, at its option, make attendance mandatory. Notification of mandatory inservice education programs and meetings shall be posted seven (7) days in advance. Each employee is encouraged to participate in the PHO's inservice education programs.

- 21.04 The Inservice Programs will reflect the desires and needs of the employee(s). Employees may submit written proposals for Inservice Education programs. The PHO will not unreasonably deny written requests for specific Inservice Education programs.
- 21.05 The PHO will continue to supplement its own Inservice Education classes through workshops, seminars, and other such programs sponsored by other institutions for purposes of inservice education.

ARTICLE 22

CONTINUING EDUCATION LEAVE

- 22.01 The PHO recognizes the need for mandatory continuing education units for State Licensure/Certification and the PHO shall pay for mandatory continuing education leave each year as follows:

ART: 10 hours per year
EMT & Radiologic Technologist: 12 hours per year
LPN: 15 hours per year
Medical Assistant: 15 hours per year

In order to qualify for continuing education leave, employees shall obtain written permission to attend the specified continuing education program from his/her Department Leader.

- 22.02 The PHO agrees to post continuing education programs currently available.
- 22.03 The PHO will maintain an education assistance program with the goal of allowing employees the ability to become trained in areas of expertise that, in the PHO's judgment, will help ensure the continuing success of the PHO.

ARTICLE 23

CUT BACK

- 23.01 A cut back shall be defined as a reduction in the number of scheduled work days, or any workdays mutually agreed upon after the posted schedule, or any traded shifts, but does not include personal substitutions. Cutbacks shall be limited to one (1) day in a fourteen (14) day period. Cutbacks shall be effective only when PHO posts written notice in advance of cutback action. Employees' hours shall not be cut to the extent that he/she does not have a minimum work schedule of one (1) day per week.
- 23.02 In the event that it is necessary for the PHO to cut back, due to a reduced patient census, employees shall be cut back providing the remaining employees have the skill and ability to perform the required work. The PHO shall make a reasonable effort to equalize cut back hours.

- 23.03 When implementing the above cut back procedure, the PHO will offer full and part-time employees an opportunity to voluntarily reduce their hours for cut back purposes. The length of the voluntary reduction in hours shall be mutually arrived at between the employee and the PHO. Benefits related to vacations, holidays and seniority shall continue to accrue for employees voluntarily reducing their hours. Voluntary reduction shall be counted as cutback hours.
- 23.04 An employee who has been cut shall be subject to call back.
- 23.05 An employee who cannot be reached or who is unavailable for call back shall cease to accrue benefits related to vacations, holidays and seniority. The PHO agrees to contact a designated unit representative in cases where an attempt had been made to call back an employee for duty and he/she cannot be reached.
- 23.06 When an employee who is normally scheduled to work is cancelled due to a reduced patient census, the employee shall have the option of taking an accumulated vacation day or an accumulated holiday rather than a day without pay.
- 23.07 Any employee covered by this Agreement whose hours are reduced by this Article to less than sixteen (16) hours per pay period shall not by reason of the reduced hours be eliminated from the provisions of this Agreement.

ARTICLE 24

GRIEVANCE PROCEDURE

- 24.01 A grievance shall mean only a complaint by an employee or the Union that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- 24.02 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- 24.03 The failure of an employee or the Union to process any grievance within the prescribed time limits will act as a bar to the grievance. The time limits provided under this Article may be extended by mutual consent between the PHO and the Union.
- 24.04 Grievances shall be processed in the following manner:

Step 1: The aggrieved employee shall informally notify the employee's Department Leader within seven (7) calendar days of the date of the occurrence. The Department Leader shall attempt to adjust the grievance and shall respond to the employee within seven (7) calendar days.

Step 2: If the Department Leader and the employee fail to informally resolve the grievance, the grievance shall be presented in writing to the Department Leader within seven (7) calendar days after the Department Leader's Step 1 response. The written

grievance shall specify the section(s) of this Agreement allegedly violated and the facts on which the grievance is based. The Department Leader shall respond to the grievance in writing within seven (7) calendar days.

Step 3: If the grievance is not settled, it shall be presented to the Administrator in writing within seven (7) calendar days after the response of the Department Leader. The Administrator shall respond in writing to the grievance (with a copy of the response to the Local Union Representative) within seven (7) calendar days.

- 24.05 Any grievance not settled in Steps 1, 2 or 3 of paragraph 24.04 may be referred to arbitration, provided the referral to arbitration is in writing and is made within fifteen (15) working days after receiving the Administrator's answer in paragraph 24.04. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. The arbitrator shall be selected by the PHO and the Union within five (5) calendar days after notice of arbitration has been given. If the parties fail to select an arbitrator, the Public Employees Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the PHO and the Union shall have the right to strike three names from the panel. The parties shall flip a coin to determine who shall have the first strike and then the other party shall strike one name, and the process will be repeated until there is one person remaining who shall be the arbitrator. The arbitrator shall have no authority to add to, subtract from or otherwise change the provisions of this Agreement. The arbitrator shall conduct a hearing at which both parties shall submit evidence and arguments. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The expenses for the arbitrator's services and the proceedings shall be borne equally by the PHO and the Union; however, each party shall be responsible for compensation of its own representatives and witnesses. If either party desires a transcript, the cost of the transcript shall be paid by the party requesting it, unless the parties agree otherwise.
- 24.06 The Union's duly authorized representative may be present at any grievance meeting if requested by the aggrieved employee.
- 24.07 The Union agrees to hold the PHO harmless from any liability incurred by the PHO as a result of requiring both the Union and the employee to consent to arbitration.

ARTICLE 25

MILEAGE

- 25.01 Employees required and directed by supervision to use their personal vehicle for PHO business (excluding mileage to and from work) will be reimbursed for mileage at the rate provided by law as set forth in the Code of Iowa.

ARTICLE 26

PAYCHECKS

- 26.01 Employees will be paid bi-weekly or twenty-six (26) times a year. Payday is every other Thursday. The check represents the time worked by the employee for the previous two (2) weeks ending with the Sunday before payday. Checks will be distributed at 8:00 a.m. on payday and will be placed in the employee's timecard holders. If the Thursday payday is a holiday, checks will be distributed by 2 p.m. on Wednesday.

ARTICLE 27

SEPARABILITY AND SAVINGS

- 27.01 If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28

EFFECTIVE DATE

- 28.01 This Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect until June 30, 2007.
- 28.02 This Agreement shall remain in full force and effect until a new Agreement is negotiated and signed by both parties.
- 28.03 If the group health insurance rates increase at a rate of 18% or more during the life of this Agreement, the Hospital may re-open the insurance and wage articles for negotiation on or before November 15, 2005.

IN WITNESS WHEREOF, the parties hereto have set their hands this 12th day of July, 2005.

MITCHELL COUNTY
REGIONAL HEALTH CENTER

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES LOCAL 2003

By: Sylvia Setman
Administrator

By: Mark Snow
Representative

By: Kevin Knudsen
Negotiator

By: Beverly Steyer
Steward

By: Edward E. Riley
Negotiator

By: Dawn Smolik
Steward

By: Mike Stafford
Negotiator

By: Jim Schwager
Steward

By: Ken Gabriel
Negotiator

By: Sandy Adams
Negotiator

EXHIBIT A

MCRHC – PPME CONTRACT

JOB CLASSIFICATIONS HOURLY WAGE RATES
EFFECTIVE PAY PERIOD ENDING JULY 10, 2005, PAY DAY JULY 14, 2005

CLASSIFICATION	DATES	BASE HOURS	1 YEAR 2080	2 YEAR 4160	3 YEAR 6240	4 YEAR 8320	5 YEAR 10,400	6 YEAR 12,480
Class A: Hskpg, Dietary Aide, Switchboard Clerk	7-1-04	7.71	8.04	8.36	8.68	9.02	9.36	9.67
	7-1-05	7.96	8.30	8.63	8.96	9.31	9.66	9.98
Class B: NA/WC, File Clk, Admit/Switchboard, Cook, Cashier/Data Entry, Receptionist, Linen Coordinator	7-1-04	8.24	8.60	8.94	9.29	9.63	10.01	10.36
	7-1-05	8.51	8.88	9.23	9.59	9.94	10.34	10.70
Class C: P T Aide, D P Clerk, Lead Cook, Medical Records File Clerk, Safety Infection/ Control Assistant	7-1-04	8.75	9.15	9.54	9.92	10.33	10.72	11.11
	7-1-05	9.03	9.45	9.85	10.24	10.67	11.07	11.47
Class D: Phcy Tech, Acct Clk, Store Clk, Billing Specialist/Ins Clerk, Insurance Billing Specialist, Medical Transcription, Optometric Assistant	7-1-04	8.95	9.36	9.75	10.13	10.51	10.92	11.30
	7-1-05	9.24	9.66	10.07	10.46	10.85	11.27	11.67
Class E: OR Tech, Coll/AR Specialist, Phcy Tech (Certified), Lab Specimen Collector/Maint. Assist	7-1-04	9.54	9.94	10.38	10.78	11.21	11.63	12.05
	7-1-05	9.85	10.26	10.72	11.13	11.57	12.01	12.44

CLASSIFICATION	DATES	BASE HOURS	1 YEAR 2080	2 YEAR 4160	3 YEAR 6240	4 YEAR 8320	5 YEAR 10,400	6 YEAR 12,480
Class F: Outpt Coder/Ins Spec, Lab Assistant, Coding Specialist, Medical Assistant, Optometric Assist. (Certified)	7-1-04	10.27	10.73	11.20	11.67	12.14	12.61	13.08
	7-1-05	10.60	11.08	11.56	12.05	12.53	13.02	13.51
Class G: Maint Tech, OP Coord, Building/Grounds Tech, Floor Finisher	7-1-04	10.39	10.83	11.28	11.72	12.16	12.61	13.04
	7-1-05	10.73	11.18	11.65	12.10	12.56	13.02	13.46
Class H: Limited Radiographer, Computer/Comm Coord, Purchasing Agent	7-1-04	10.44	10.93	11.39	11.87	12.33	12.80	13.27
	7-1-05	10.78	11.29	11.76	12.26	12.73	13.22	13.70
Class I: Hospital LPN, Outpt Coder/Ins Spec, Lead Coder	7-1-04	11.42	12.18	12.93	13.68	14.44	15.18	15.93
	7-1-05	11.79	12.58	13.35	14.12	14.91	15.67	16.45
Class J: Coder/URC/SSD	7-1-04	14.44	15.02	15.57	16.16	16.75	17.32	17.89
	7-1-05	14.91	15.51	16.08	16.69	17.29	17.88	18.47
Class K: MLT (ASCP)	7-1-04	13.65	14.37	15.11	15.84	16.60	17.38	18.15
	7-1-05	14.09	14.84	15.60	16.35	17.14	17.94	18.74
Class L:	7-1-04							
	7-1-05							
Class M:	7-1-04							
	7-1-05							
Class N: MT (ASCP)	7-1-04	15.85	16.64	17.41	18.20	19.02	19.85	20.68
	7-1-05	16.37	17.18	17.98	18.79	19.64	20.50	21.35
Class O: Clinic LPN	7-1-04	10.82	11.54	12.26	12.98	13.70	14.43	15.14
	7-1-05	11.17	11.92	12.66	13.40	14.15	14.90	15.63

EXHIBIT B

MCRHC – PPME CONTRACT

JOB CLASSIFICATIONS HOURLY WAGE RATES
EFFECTIVE PAY PERIOD ENDING JULY 9, 2006, PAYDAY JULY 13, 2006

CLASSIFICATION	DATES	BASE HOURS	1 YEAR 2080	2 YEAR 4160	3 YEAR 6240	4 YEAR 8320	5 YEAR 10,400	6 YEAR 12,480
Class A: Hskpg, Dietary Aide, Switchboard Clerk	7-1-05	7.96	8.30	8.63	8.96	9.31	9.66	9.98
	7-1-06	8.22	8.57	8.91	9.25	9.61	9.97	10.30
Class B: NA/WC, File Clk, Admit/Switchboard, Cook, Cashier/Data Entry, Receptionist, Linen Coordinator	7-1-05	8.51	8.88	9.23	9.59	9.94	10.34	10.70
	7-1-06	8.79	9.17	9.53	9.90	10.26	10.68	11.05
Class C: P T Aide, D P Clerk, Lead Cook, Medical Records File Clerk, Safety Infection/ Control Assistant	7-1-05	9.03	9.45	9.85	10.24	10.67	11.07	11.47
	7-1-06	9.32	9.76	10.17	10.57	11.02	11.43	11.84
Class D: Phcy Tech, Acct Clk, Store Clk, Billing Specialist/Ins Clerk, Insurance Billing Specialist, Medical Transcription, Optometric Assistant	7-1-05	9.24	9.66	10.07	10.46	10.85	11.27	11.67
	7-1-06	9.54	9.97	10.40	10.80	11.20	11.64	12.05
Class E: OR Tech, Coll/AR Specialist, Phcy Tech (Certified), Lab Specimen Collector/Maint. Assist	7-1-05	9.85	10.26	10.72	11.13	11.57	12.01	12.44
	7-1-06	10.17	10.59	11.07	11.49	11.95	12.40	12.84

CLASSIFICATION	DATES	BASE HOURS	1 YEAR 2080	2 YEAR 4160	3 YEAR 6240	4 YEAR 8320	5 YEAR 10,400	6 YEAR 12,480
Class F: Outpt Coder/Ins Spec, Lab Assistant, Coding Specialist, Medical Assistant, Optometric Assist (Certified)	7-1-05	10.60	11.08	11.56	12.05	12.53	13.02	13.51
	7-1-06	10.94	11.44	11.94	12.44	12.94	13.44	13.95
Class G: Maint Tech, OP Coord, Building/Grounds Tech, Floor Finisher	7-1-05	10.73	11.18	11.65	12.10	12.56	13.02	13.46
	7-1-06	11.08	11.54	12.03	12.49	12.97	13.44	13.90
Class H: Limited Radiographer, Computer/Comm Coord, Purchasing Agent	7-1-05	10.78	11.29	11.76	12.26	12.73	13.22	13.70
	7-1-06	11.13	11.66	12.14	12.66	13.14	13.65	14.15
Class I: Hospital LPN, Outpt Coder/Ins Spec, Lead Coder	7-1-05	11.79	12.58	13.35	14.12	14.91	15.67	16.45
	7-1-06	12.17	12.99	13.78	14.58	15.39	16.18	16.98
Class J: Coder/URC/SSD	7-1-05	14.91	15.51	16.08	16.69	17.29	17.88	18.47
	7-1-06	15.39	16.01	16.60	17.23	17.85	18.46	19.07
Class K: MLT (ASCP)	7-1-05	14.09	14.84	15.60	16.35	17.14	17.94	18.74
	7-1-06	14.55	15.32	16.11	16.88	17.70	18.52	19.35
Class L:	7-1-05							
	7-1-06							
Class M:	7-1-05							
	7-1-06							
Class N: MT (ASCP)	7-1-05	16.37	17.18	17.98	18.79	19.64	20.50	21.35
	7-1-06	16.90	17.74	18.56	19.40	20.28	21.17	22.04
Class O: Clinic LPN	7-1-05	11.17	11.92	12.66	13.40	14.15	14.90	15.63
	7-1-06	11.53	12.31	13.07	13.84	14.61	15.38	16.14